

REMARKS

As a preliminary matter, Applicant wishes to express thanks to Examiner An for the time and courtesy extended during the interview conducted on May 26, 2009. During the interview, Applicant gave a brief overview of the invention and explained that the cited references do not disclose or suggest each and every element of, for example, claim 1. The Examiner clarified the rejection and offered his insight into his interpretation of the claims in view of the cited references. While no agreement was reached, the Examiner stated he understood Applicant's position and would consider clarifying amendments to the claims.

In the Final Office Action¹, the Examiner:

rejected claims 1-4, 7, 18, 19, 23-29, 37-43, 45, and 53 under 35 U.S.C. § 102(e) as anticipated by U.S. Publication No. 2003/0126048 to Hollar et al ("Hollar");

rejected claims 5, 6, 11-13, 10-22, 29, 30, 32-34, 44 and 48-50 under 35 U.S.C. § 103(a) as unpatentable over Hollar in view of U.S. Publication No. 2001/0029475 to Boicourt et al. ("Boicourt");

rejected claims 8-10, 14, 31, 46 and 47 under 35 U.S.C. § 103(a) as unpatentable over Hollar in view of U.S. Publication No. 2001/0034628 to Eder ("Eder");

rejected claims 15, 35, and 51 under 35 U.S.C. § 103(a) as unpatentable over Hollar in view of "HBJ Financial Accounting" by Kochanek ("Kochanek");

¹ The Office Action may contain a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

rejected claims 16, 36, and 52 under 35 U.S.C. § 103(a) as unpatentable over Hollar in view of U.S. Patent No. 5,621,201 to Langhans et al. ("Langhans"); and

rejected claim 17 under 35 U.S.C. § 103(a) as unpatentable over Hollar in view of U.S. Publication No. 2002/0091597 to Teng ("Teng").

Claims 1-13 and 15-53 are pending. Claims 1, 25, 39, and 40 are amended. No new matter is added.

Applicant respectfully traverses the rejection of claims 1-4, 7, 18, 19, 23-29, 37-43, 45, and 53 under 35 U.S.C. § 102(e) as anticipated by Hollar.

To properly anticipate the claims, the Examiner must demonstrate the presence of each and every element of the claim in issue, either expressly described or under principles of inherency, in a single prior art reference. Furthermore, "[t]he identical invention must be shown in as complete detail as is contained in the . . . claim." See M.P.E.P. § 2131, *quoting Richardson v. Suzuki Motor Co.*, 868 F.2d 1126, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989). Finally, "[t]he elements must be arranged as required by the claim." M.P.E.P. § 2131.

Independent claim 1 recites, among other elements, "a distributing module receiving a total amount and a calculation rule representation from the application to calculate a partial amount representation, the partial amount representation including an amount value that is posted to an account on a periodic schedule, the periodic schedule being determined by the calculation rule representation" (emphasis added). Hollar does not disclose, or even suggest, at least this element of claim 1.

During the interview, the Examiner agreed that Hollar does not disclose or suggest a "partial amount representation" that further includes an "amount value that is

posted to an account on a periodic schedule.” Even if it could be said, as the Office Action does on pages 16-17, that a “penalty” disclosed by Hollar could constitute the claimed “calculation rule representation,” which it does not, there is no disclosure in Hollar that the “penalty” includes an “amount value that is posted to an account on a periodic schedule” (emphasis added). There is no disclosure in Hollar of how the “penalty” is actually paid, and thus Hollar cannot disclose that the “penalty” could be paid by “post[ing it] to an account on a periodic schedule.” Thus, Hollar cannot be said to disclose or even suggest each and every element of claim 1. Accordingly, claim 1 is allowable at least because Hollar does not disclose or even suggest the claimed “partial amount representation including an amount value that is posted to an account on a periodic schedule.” For at least this reason, the rejection of claim 1 under 35 U.S.C. § 102(e) should be withdrawn.

Notwithstanding the above reasons, claim 1 is allowable for reasons similar yet separate from that presented above. For example, even if Hollar did disclose a “periodic schedule,” which it does not, there is no disclosure that the “periodic schedule” is determined by the “calculation rule representation” as recited in claim 1. Nothing in Hollar discloses or even suggests that a “calculation rule representation” is also used to define a “periodic schedule” for “post[ing] to an account.” Thus, for at least this separate additional reason, claim 1 is allowable. Accordingly, the rejection of claim 1 under 35 U.S.C. § 102(e) should be withdrawn.

Finally, and notwithstanding the above, claim 1 is allowable for at least the following reason. Claim 1 recites that “the modifying instruction [is] based on the partial amount representation received by the posting module and being executed by the

processor to modify a first table and a second table in a database.” Hollar also does not disclose or suggest this feature of claim 1.

Hollar does not disclose or suggest a “modifying instruction” to modify a “first table and a second table in a database” that is based on the claimed “partial amount representation.” For example, the Office Action interprets a disclosure of a “penalty” as constituting the claimed “partial amount representation.” Office Action p. 16-17. But, even if the “penalty” could constitute a “partial amount representation,” which as discussed above it cannot, there is still no disclosure or suggestion in Hollar that a “modifying instruction” used to “modify a first table and a second table in a database” is based on the “penalty.” Therefore, Hollar cannot be said to disclose a “modifying instruction” since any alleged “modifying instruction” in Hollar cannot reasonably be said to be based on the claimed “partial amount representation.” Accordingly, since Hollar does not disclose or suggest this feature of claim 1, claim 1 is allowable. Applicant respectfully requests that the Examiner withdraw the rejection of claim 1.

For at least the above reasons, independent claim 1 is not anticipated or even suggested by Hollar. Timely allowance of claim 1 is therefore requested. Claims 2-4, 7, 18, 19, and 23-24 are allowable for at least the reason that they depend from allowable claim 1. Independent claims 25, 39, and 40, although of a different scope, include recitations similar to those discussed above in relation to independent claim 1 and are not anticipated or even suggested by Hollar for reasons similar to those discussed above with respect to claim 1. Claims 26-29, 37, 38, 41-43, 45, and 53 are allowable for at least the reason that they depend from the allowable independent claims. Therefore,

the Examiner should withdraw the rejection of claims 1-4, 7, 18, 19, 23-29, 37-43, 45, and 53 under 35 U.S.C. § 102(e) and allow these claims.

Applicant respectfully traverses the rejection of remaining dependent claims 5, 6, 8-13, 15-22, 29-36, 44, and 46-52 under 35 U.S.C. § 103(a) as unpatentable over Hollar in view of one or more of Boicourt, Eder, Kochanek, Langhans, and Teng.

None of Boicourt, Eder, Kochanek, Langhans, and Teng remedy the deficiencies of the independent claims as discussed above. Inasmuch as claims 5, 6, 8-13, 15-22, 29-36, 44, and 46-52 all depend from one of the above-discussed independent claims, these dependent claims are allowable for at least the same reasons as the independent claims. Thus the rejections of these dependent claims under 35 U.S.C. § 103(a) should be withdrawn and these claims should be allowed.

CONCLUSION


In view of the foregoing, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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By: 
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